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Special Counsel for Tulare Local Healthcare District

IN THE UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA

FRESNO DIVISION

In re

Case No. 17-13797-B-11

TULARE LOCAL HEALTHCARE DISTRICT,
dba TULARE REGIONAL MEDICAL CENTER,

Chapter 9

Debtor.

Tax ID #: 94-6002897

Address: 869 N. Cherry Street
Tulare, CA 93274

TULARE LOCAL HEALTHCARE DISTRICT,
dba TULARE REGIONAL MEDICAL
CENTER,

Plaintiff,

v.

BAKER & HOSTETLER LLP, a limited
liability partnership,

Defendant.

**COMPLAINT TO AVOID INSIDER AND
NON-INSIDER PREFERENTIAL PRE-
PETITION TRANSFERS, FRAUDULENT
TRANSFERS AND FOR
DISALLOWANCE OF CLAIM AND
RECOVERY OF AVOIDED TRANSFERS**

1 TO THE HONORABLE RENÉ LASTRETO II, UNITED STATES BANKRUPTCY JUDGE:

2 Tulare Local Healthcare District, dba Tulare Regional Medical Center, ("the District"), alleges
3 as follows:

4 1. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§
5 157(a) and 1334.

6 2. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A),
7 (F), and (O).

8 3. This Complaint is brought pursuant to 11 U.S.C. §§ 901, 945, 502, 544, 547, 548 and
9 550.

10 4. Pursuant to 28 U.S.C. §§ 1408 and 1409, venue is proper in the Eastern District of
11 California.

12 **BACKGROUND**

13 5. On September 30, 2017, the District initiated a Chapter 9 proceeding arising under Title
14 11 of the United States Code ("Petition Date").

15 6. The order for relief was entered on January 26, 2018.

16 7. Prior to May of 2014, Baker & Hostetler, LLP ("Baker") served as legal counsel to
17 Healthcare Conglomerate Associates, LLC, a California limited liability company ("HCCA").

18 8. Prior to May of 2014, Baker also served as legal counsel to Dr. Benny Benzeevi
19 ("Benzeevi"). Benzeevi is, and at all times mentioned herein was, the sole member of HCCA.
20 (Benzeevi and HCCA will sometimes be referred to as "the Benzeevi Group.")

21 9. On May 29, 2014, the District entered into an Interim Joint Operating Agreement,
22 Management Services Agreement, and Option Agreement with HCCA (collectively the "MSA"),
23 wherein HCCA was appointed to exclusively provide day-to-day management services to and for the
24 District with respect to the hospital, clinics, and other facilities owned by the District.

25 10. Baker negotiated the MSA on behalf of the Benzeevi Group. The MSA gave HCCA
26 almost unlimited control over the District and its operations.

27 11. On September 18, 2014, Baker began performing legal services for the District in a
28 limited capacity.

1 12. On May 6, 2015 the District's former Board of Directors, at the direction and
2 encouragement of Benzeevi, adopted Resolution 844, terminating the services of its then-current
3 general counsel and authorizing HCCA to engage legal counsel of its choice to act as general counsel
4 for the District. Baker assumed the role of District general counsel immediately upon the adoption of
5 Resolution 844.

6 13. Pursuant to the District's Bylaws, "The Board of Directors shall have the sole power to
7 engage, employ, assign, supervise and discharge legal representation of the District, including the
8 District's General Counsel." The District alleges on information and belief that its former Board never
9 approved Baker's engagement as legal counsel. The District further alleges that from the beginning of
10 Baker's concurrent representation of the District and the Benzeevi Group, a conflict existed that was
11 not adequately disclosed by Baker under former Rule 3-310 of the Rules of Professional Conduct,
12 which was in effect at the time.

13 14. Between September 18, 2014 and July of 2017, Baker acted as legal counsel for
14 Benzeevi, HCCA, and the District.

15 15. Between September 18, 2014 and July of 2017, the interests of the District were often
16 not aligned with the interests of Benzeevi or HCCA.

17 16. Between September 18, 2014 and July of 2017, while acting as legal counsel for the
18 District, Baker had a fiduciary duty to act in the best interests of the District and the general public.

19 17. When the interests of the District and the Benzeevi Group were in conflict, Baker
20 would act in the best interests of the Benzeevi Group, often acting at the direction of Benzeevi while
21 bypassing the District's Board of Directors.

22 18. The District's Board had the only legal authority to make many of the decisions on
23 which Baker acted. Baker and Benzeevi often acted without Board authority on District legal matters.
24 Through this means Baker exercised significant control of the District throughout its time as general
25 counsel.

26 19. In or about June of 2017, Baker drafted and recommended Board approval of District
27 Resolution 852, which ostensibly gave Benzeevi full power and authority to borrow up to \$22,000,000
28

1 on behalf of the District, and encumber any assets of the District, on whatever terms Benzeevi felt
2 appropriate, without seeking further Board approval.

3 20. On June 20, 2017, Resolution 852 was adopted by three former Directors. Two
4 Directors currently in office voted no.

5 21. On July 11, 2017, one of the three Board members who approved Resolution 852 was
6 recalled in a special election.

7 22. On July 21, 2017, Senovia Gutierrez ("Gutierrez") was certified as the winner of the
8 special election by the Tulare County Registrar of Voters.

9 23. On July 25, 2017, Gutierrez was sworn into office by Tulare County Superior Court
10 Judge Walter L. Gorelick.

11 24. On July 26, 2017, acting upon the advice of Baker, the President of the Board refused
12 to seat Gutierrez at a regularly scheduled Board meeting.

13 25. On July 27, 2017, three members of the Board, including Gutierrez, held a special
14 meeting of the Board, and took the following actions: (1) Resolution 852 was rescinded; (2) Baker was
15 terminated as District counsel; and (3) the McCormick Barstow law firm was named new general
16 counsel to the District.

17 26. On August 23, 2017, Baker, in a clear breach of its fiduciary duty to the District,
18 attempted to cancel a regularly scheduled Board meeting.

19 27. Between July 27, 2017, and September 15, 2017, in violation of its duty of undivided
20 loyalty to the District, Baker refused to recognize the Board action taken to rescind Resolution 852
21 and terminate Baker as District legal counsel.

22 28. During all relevant times covered by this Complaint, the District's bank accounts were
23 under the control and direction of Benzeevi and HCCA.

24 29. Prior to the filing of the Chapter 9 case, HCCA had been controlling all operations of
25 the District including making and directing payments of its debts.

26 30. Although Resolution 852 had been rescinded by Board action taken on July 27, 2017,
27 Baker continued to assist Benzeevi in attempting to secure new District financing under Benzeevi's
28 signature without Board approval.

1 31. On August 28, 2017, Baker delivered an Opinion of Counsel Letter to Celtic Leasing
2 Corporation to facilitate a transaction wherein District assets were sold without Board approval under
3 a sale-leaseback arrangement ("the Celtic Loan"). This Opinion of Counsel Letter falsely advised that
4 Resolution 852 remained in effect.

5 32. On August 31, 2017, as a direct result of Baker's actions to make it appear that
6 Gutierrez had no authority to act on behalf of the District, and Baker's delivery of the Opinion of
7 counsel Letter to Celtic Leasing, Benzeevi sold District assets resulting in the transfer of \$3,000,000
8 into a Chase Bank account under Benzeevi's sole control. Baker was then paid \$538,372.93 from the
9 proceeds of the Celtic Loan.

10 33. On September 10, 2017, within 90 days prior to the Petition Date and within 10 days of
11 the Celtic Loan, the following transfer was made from the Chase Bank account to Baker: \$499,727.93
12 check #1400 dated September 10, 2017 and clearing on September 13, 2017.

13 34. On September 11, 2017, the Tulare County District Attorney initiated a Petition for
14 Writ of Mandate, naming Baker as a real party in interest, seeking a court order recognizing Gutierrez
15 as a lawfully elected member of the District's Board of Directors.

16 35. Baker opposed this motion without authorization for the District's Board and in
17 violation of its fiduciary duty to the District.

18 36. On September 14, 2017 Baker received an additional \$10,000 cashier's check from the
19 proceeds of the Celtic Loan.

20 37. On September 18, 2017 two additional checks were written from the Chase account
21 (#1402 and #1403) in the amounts of \$10,000 and \$5,000 respectively.

22 38. On September 25, 2017 another payment from the Celtic Loan in the amount of
23 \$13,645 was made to Baker.

24 39. The total amount paid to Baker within the 90 day preference period was \$538,372.93.

25 40. On September 26, 2019, Baker "resigned" as District general counsel, notwithstanding
26 the fact that the Board had terminated Baker as general counsel on July 27.

27 41. On September 27, 2017, just three days prior to the District commencing this
28 bankruptcy proceeding, HCCA caused a Deed of Trust to be recorded, encumbering District property

1 in an attempt to secure pre-existing promissory notes (signed by Benzeevi) allegedly reflecting a
2 District obligation to HCCA in the amount of \$10,233,950.05.

3 42. On September 29, 2017, Baker terminated its representation of Benzeevi, HCCA, and
4 all entities affiliated with them.

5 43. Within one year and 90 days of the Petition Date, the District made additional transfers
6 totaling at least \$980,441.75 to Baker on account of debts owed by the District. The following
7 represent those payments:

- 8 a. Check 44351 dated 9/29/16 cleared 10/5/16 for \$487,099.95
- 9 b. Check 1290 dated 12/28/16 cleared 12/28/16 for \$104,600.53
- 10 c. Check 46468 dated 2/27/17 cleared 3/10/17 for \$154,317.37
- 11 d. Check 46735 dated 3/16/17 cleared 3/29/17 for \$106,179.91
- 12 e. Check 46843 dated 3/22/17 cleared 3/29/17 for \$8,500.00
- 13 f. ACH 1604 transferred 4/4/17 for \$59,774.44
- 14 g. Check 1350 dated 4/13/17 cleared 4/13/17 for \$59,969.55

15 44. Exhibit A attached hereto is a list of all District payments currently identified as having
16 been made to Baker. It should be noted that Check 1290 and Check 46468 referenced therein pay
17 many of the same invoices twice, yet it appears that Baker never credited the District for these double
18 payments. Likewise, the same is true for check 1350 which was paid a second time right before the
19 bankruptcy by check 1400, yet it appears that Baker never credited the District for these double
20 payments.

21 45. Within the one year period immediately prior to the commencement of this bankruptcy,
22 Baker received payments in the amount of at least \$1,518,814.68

23 46. In the period reflecting time between one and two years prior to the bankruptcy, the
24 District made payments to Baker totaling \$1,523,881.14. The following represent the payments that
25 the District has documented:

- 26 a. Check 38324 dated 9/25/15 cleared 10/5/15 for \$438,874.12
- 27 b. Check 39607 dated 12/29/15 cleared 1/5/16 for \$124,789.38
- 28 c. Check 40068 dated 1/27/16 cleared 2/1/16 for \$203,036.64

- d. ACH 1126 dated 02/11/19 for \$35,000.00
- e. Check 40891 dated 3/4/16 cleared 3/9/16 for \$34,925.53
- f. Check 41038 dated 3/11/16 cleared 3/17/16 for \$70,464.33
- g. Check 41446 dated 4/6/16 cleared 4/12/16 for \$76,718.52
- h. Check 42001 dated 5/5/16 cleared 5/10/16 for \$102,278.57
- i. Check 42810 dated 6/20/16 cleared 6/27/16 for \$47,662.10
- j. Check 42926 dated 6/24/16 cleared 7/6/16 for \$24,417.80
- k. Check 43361 dated 7/22/16 cleared 8/1/16 for \$29,373.31
- l. Check 43548 dated 7/28/16 cleared 8/5/16 for \$228,748.03
- m. Check 44094 dated 8/30/16 cleared 9/7/16 for \$142,592.81

47. The total paid by the District to Baker for the two years immediately preceding the bankruptcy is \$3,077,695.82.

48. There were many payments made prior to this two year period as Baker began representing the District in mid-2014, all of which falls into the time period within four years of the filing of the bankruptcy. The following additional checks totaling \$310,946.33 were written prior to the two years before the bankruptcy filing:

- a. Check 33247 dated 12/2/14 cleared 12/15/14 for \$40,080.50
- b. Check 33492 dated 12/29/14 cleared 1/16/15 for \$88,970.11
- c. Check 33758 dated 1/16/15 cleared 1/28/15 for \$25,072.00
- d. Check 33839 dated 2/2/15 cleared 2/9/15 for \$27,115.00
- e. Check 34483 dated 3/20/15 cleared 3/25/15 for \$28,636.01
- f. Check 34805 dated 4/15/15 cleared 4/22/15 for \$14,898.80
- g. Check 35967 dated 5/8/15 cleared 5/13/15 for \$18,406.48
- h. Check 36307 dated 6/1/15 cleared 6/16/15 for \$9,251.06
- i. Check 36627 dated 6/12/15 cleared 6/17/15 for \$5,655.00
- j. Check 38142 dated 9/16/15 cleared 9/21/15 for \$52,861.37

With the exception of check 38142, the District is currently uncertain as to the clear dates for the above checks.

1 49. Within four years of the filing of the bankruptcy Baker received at a minimum
2 \$3,388,642.15 in payments from the District.

3 50. From its initial retention, through its termination and beyond, Baker put the interests of
4 itself and the Benzeevi Group over the interests of the District, in violation of its fiduciary duty to the
5 District.

6 51. From its initial retention, through its termination and beyond, Baker undermined or
7 ignored the will of the District's Board, and in concert with Benzeevi, attempted to control the
8 District's Board. These actions were consistent with the control that Baker wielded while serving as
9 legal counsel to the District. Baker clearly exercised the type of control that is found to classify a
10 Defendant as an "Insider" under 11 USC § 101 (31).

11 52. Baker handled a variety of matters for the District while acting as its legal counsel.
12 Each matter had a numerical designation to identify it on the billing. Following are those designations.
13 A few of the invoices could not be clearly identified as to the matter being billed.

14 1a Bond Trustee Litigation

15 1b Anil Patel et al vs. Sherrie Bell

16 2 Adv. Shawn Bolouki

17 3a Civil Harassment Retraining Order

18 3b General (2015-2017)

19 4 Grand Jury Subpoena

20 5 Petition for Writ of Mandate

21 6 Petition to Force Public Guardian to Seek Conservatorship

22 7a IT Contracts

23 7b Phoenix Health Systems

24 7c HCCA-General Matters (2014-2016) (HCCA File)

25 8 HCCA-tax matters (HCCA File)

26 9a Restraining Order -- Phillip Mattingly

27 9b HCCA - TRMC Hospital Employment Matters (HCCA file)

28 10 Firstsource Solutions USA, LLC

1 11 Bond and Other Financing
2 13a Plan Terminations
3 13b TRMC Matters (Bill to HCCA)
4 14 Unlawful Detainer Action against Anil Patel MD
5 15 Action Against (Harwell and) Betre
6 16 IRS Bond Suit
7 17a Adv. Tulare Grand Jurors (Hobbs and White)
8 17b HCCA - Drilling Lawsuit (HCCA File)
9 18 Public Records Act Lawsuit
10 19 Drilling Lawsuit
11 20 Employment
12 21 District Attorney Lawsuit
13 555555 General Trademark Matters

14 53. A list of all District payments currently identified as having been made to Baker is
15 attached hereto as Exhibit "A" and incorporated herein by reference.

16 **FIRST CLAIM FOR RELIEF**

17 **(Avoidance of 90 Day Pre-Petition Preferential Transfers)**

18 **(11 U.S.C. § 547 (b))**

19 54. The District realleges the allegations set forth in paragraphs 1 through 53 above and
20 incorporates them by reference herein.

21 55. On September 10, 2017, Baker was paid \$499,787.93 from funds that HCCA had
22 improperly borrowed from Celtic Leasing on behalf of the District. The check reflecting this payment
23 cleared on September 13, 2017. At the same time, the District was directed by HCCA to issue a credit
24 memo against certain Baker invoices, totaling \$499,787.93.

25 56. On September 14, 2017, Baker received an additional \$10,000 from the proceeds of the
26 Celtic Leasing transaction. This appears to have been the first installment for Baker to handle the
27 litigation being pursued by the Tulare County District Attorney. This was followed by two additional
28

1 checks in the amounts of \$10,000 and \$5,000, making a total of \$25,000 received immediately before
2 the bankruptcy to handle a case which involved both Benzeevi and HCCA.

3 57. Finally, Baker received a check for \$13,645.00 for a matter described as the Bob Walsh
4 Drilling Case.

5 58. Within 90 days of the filing of the bankruptcy, Baker was paid out of the District's
6 funds an aggregate amount of \$538,372.93 obtained through the Celtic Leasing loan. All checks were
7 written to Baker and were cashed. The clear dates are included on Exhibit A.

8 59. The transfer of these payments involved an interest in the property of the District as
9 each payment was made from a bank account where District funds were deposited.

10 60. Each of these payments was made to Baker as directed by Baker's invoices or payment
11 requests and cashed by Baker. Each such payment clearly benefited Baker by converting unpaid
12 receivables into cash deposits or double paying them.

13 61. Each payment was made many days after the legal services were provided by Baker on
14 behalf of the District. Of the 32 invoices that were paid during the preference period, none (other than
15 advances for a case brought by the Tulare County District Attorney for which Baker had no authority
16 to make an appearance on behalf of the District), were paid in less than 152 days and some as long as
17 286 days from delivery of services by Baker. No payments were contemporaneous nor were they
18 intended to be. Each payment was for antecedent debt.

19 62. The District was insolvent and in serious negative financial condition during the time
20 leading up to the filing of this bankruptcy. The District was not capable of paying all of its bills as
21 they came due as is evidenced by its delinquent payments to Baker and the fact that Baker claimed to
22 have outstanding invoices of \$498,825.40 on the day the bankruptcy was filed. (See Baker's proof of
23 claim (#225) filed on April 10, 2018.) It is noted under 11 USC 547(f) that the District is presumed to
24 be insolvent during the last 90 days leading up to a bankruptcy filing.

25 63. The bankruptcy was filed on September 30, 2017. Exactly 90 days prior to the filing is
26 July 2, 2017. All payments made, which the District is attempting to recover from Baker, were made
27 and cleared into Baker's bank account during that time period.

1 64. The District has confirmed its Chapter 9 Plan, and under the terms of that Plan
2 unsecured creditors will not receive more than approximately 20% and those payments will be made
3 many years into the future.

4 65. These payments that were made during the preference period enabled Baker to receive
5 more than it would receive if it was paid under the terms of the Chapter 9 Plan.

6 66. If the District could have filed a Chapter 7 (which was not a legal option), given the
7 secured and bond debt against the District's assets and other debts owed to various other creditors,
8 Baker would have received at best a payment equal to a small percentage of the invoices that were
9 paid in full during the preference period.

10 **SECOND CLAIM FOR RELIEF**

11 **(Avoidance of Pre-Petition Preferential Transfers Occurring**

12 **Between 90 Days and One Year of Filing)**

13 **(11 U.S.C. § 547(b); 101(31))**

14 67. The District realleges the allegations set forth in paragraphs 1 through 66 above and
15 incorporates them by reference herein.

16 68. This matter is not a simple 90 preference recovery Complaint. Baker, in conjunction
17 with Benzeevi, exercised significant control over the legal, financial and operational activities of the
18 District. At times Baker dominated the Board, and at others times, it sidestepped them completely,
19 focusing on the interests of its other clients, Benzeevi and HCCA.

20 69. The word "includes" in the definition of an insider under 11 U.S.C. §101 (31) means
21 that the insiders described therein are not an exclusive list. While the actions of Baker clearly fit the
22 definition under (B)(iii) "person in control of the debtor," Baker's conduct is more egregious because
23 that "control" was used in a manner to breach its duty of undivided loyalty to its own client, the
24 District. From the outset, at best, Baker was attempting to perform an impermissible ethical balancing
25 act given the decision made to represent all the parties at once, even when their interests clearly were
26 in conflict.

1 Benzeevi to cut the duly elected officials off from powers that only they could exercise and even when
2 including them, dominating and intimidating them into compliance.

3 79. Starting with the MSA and throughout its representation of the District, Baker was in
4 constant breach of its ethical duties to the District and that alone results in a claim for return of all
5 funds received since the inception of its work for the District.

6 80. Baker's focus was to get itself paid and other creditors suffered non-payment while
7 Baker was getting paid.

8 81. Given its divided loyalty, Baker was perpetually giving the District less than the
9 reasonably equivalent value in all the work being done.

10 82. Financial matters got worse during Baker's tenure, resulting in the necessity of filing
11 this bankruptcy. By a year prior to the Bankruptcy each and every transfer made to Baker was made
12 while the District was insolvent. The District was during this time incurring debt that it did not have
13 the ability to fully satisfy at any point prior to or after the bankruptcy filing.

14 83. Given the nature of the overall debt structure, the District's capital remained
15 unreasonably small during the time of all payments made to Defendant.

16 84. Baker was an insider in control of the District and these payments directly and clearly
17 benefited the Baker.

18 85. During the period from one to two year prior to the bankruptcy Baker received another
19 \$1,523,881.14 for a total received in the two year period prior to the bankruptcy of \$3,042,695.82, all
20 of which is recoverable as a fraudulent transfer from the District to Baker.

21 **FOURTH CLAIM FOR RELIEF**

22 **(Disallowance under Voidable Transactions Act)**

23 **(11 U.S.C. § 544(b); California Civil Code §3439, et. Seq.)**

24 86. The District realleges the allegations set forth in paragraphs 1 through 85 above and
25 incorporates them by reference herein.

26 87. Under 11 U.S.C. § 544(b) the District is authorized to avoid transfers of its property
27 which transfers would be voidable under non-bankruptcy law by any hypothetical creditor holding an
28 unsecured claim.

1 88. California Civil Code §3439 et. seq. is a statutory scheme which is applicable non-
2 bankruptcy law which allows for the voiding and recovery of constructively fraudulent transfers.

3 89. As stated above, given the conflicts and conduct of Baker, the District did not at any
4 time received reasonably equivalent value for the amounts paid.

5 90. The statute of limitations under California law for fraudulent transfers covers the entire
6 time during which Baker served as counsel for the District and as such all funds ever paid to Baker can
7 be recovered.

8 91. At a minimum that amount is \$3,388,642.15 and that amount is anticipated to increase
9 as the District continues to find additional payments made to Baker.

10 **FIFTH CLAIM FOR RELIEF**

11 **(Disallowance of Claim)**

12 **(11 U.S.C. § 502(d))**

13 92. The District realleges the allegations set forth in paragraphs 1 through 91 above and
14 incorporates them by reference herein.

15 93. Baker filed an unsecured proof of claim, number 225, in the amount of \$498,825.40.
16 The claim was accompanied with no supporting documentation.

17 94. Absent Baker returning all the transfers to the District, its claim or claims asserted
18 against the District must be disallowed in its entirety.

19 **SIXTH CLAIM FOR RELIEF**

20 **(Recovery of Avoided Transfers)**

21 **(11 U.S.C. § 550)**

22 95. The District realleges the allegations set forth in paragraphs 1 through 94 above and
23 incorporates them by reference herein.

24 96. To the extent that the transfer is avoided under § 547(b), the District may, for the
25 benefit of the estate, recover property transferred to Baker, which received the payments within 90
26 days of the bankruptcy an amount not less than \$538,372.93.

27 97. To the extent that the transfer is avoided under § 547(b) as an insider, the District may,
28 for the benefit of the estate, recover the property transferred to Baker who received the payments

1 within one year of the bankruptcy an amount not less than \$1,518,814.68 (which includes the amount
2 from above for the 90 days preference).

3 98. To the extent that the transfer is avoided under § 548(a), the District may, for the
4 benefit of the estate, recover the property transferred to Baker who received the payments within two
5 years of the bankruptcy an amount not less than \$3,077,695.82 (which includes the amount from
6 above for the on year preference total).

7 99. To the extent that the transfer is avoided under § 544(b), the District may, for the
8 benefit of the estate, recover the property transferred to Baker who received the payments within the
9 entire time of representing the District in an amount not less than \$3,388,642.15 (which includes the
10 amount from above for the two year fraudulent transfer total). The District is still determining the
11 total amount.

12 100. Pursuant to 11 U.S.C. § 550(a), the District is entitled to recover from Baker the
13 transfer, plus pre-judgment interest from the date of the filing of the Complaint to the date of payment,
14 and the costs of this action.

15 PRAYER

16 WHEREFORE, the District requests judgment as set forth below:

17 A. As to the First Claim and Sixth Claims for Relief, judgment in favor of the District and
18 against the Defendant, avoiding the transfers as preferences and recovering the avoided transfers
19 pursuant to Bankruptcy Code §§ 547 and 550;

20 B. As to the Second and Sixth Claims for Relief, judgment in favor of the District and
21 against the Defendant, avoiding the transfers as insider preferences and recovering the avoided
22 transfers pursuant to Bankruptcy Code §§ 547 and 550;

23 C. As to the Third and Sixth Claims for Relief, judgment in favor of the District and
24 against the Defendant, avoiding the transfers as fraudulent transfers and recovering the avoided
25 transfers pursuant to Bankruptcy Code §§ 548 and 550;

26 D. As to the Fourth and Sixth Claims for Relief, judgment in favor of the District and
27 against the Defendant, avoiding the transfers as fraudulent transfers and recovering the avoided
28 transfers pursuant to Bankruptcy Code §§ 544 and 550;

1 E. As to the Fifth Claim for Relief, an order denying the Defendant's claims against the
2 bankruptcy estate until such time as any judgment rendered by this Court has been fully satisfied;

3 F. As to all Claims for Relief an award of interest and costs, as appropriate; and

4 G. Such other and further relief as this Court deems just and appropriate.

5 Dated: January 13, 2020

WANGER JONES HELSLEY PC

6
7 By: 

8 Riley C. Walter
9 Michael L. Wilhelm
10 Chapter 9 Counsel for Tulare Local
11 Healthcare District
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BAKER HOSTETLER PAYMENTS

| Check # | Check Date | Cleared Date | Invoice # | Invoice Date | Due Date | Amount Paid | File # |
|---------|------------|--------------|-----------|--------------|------------|--------------|--------|
| 33247 | 9/16/2015 | 12/15/2014 | 50021599 | 10/15/2014 | 11/21/2014 | \$40,080.50 | 1 |
| | | | | | Total--> | \$40,080.50 | |
| 33492 | 12/29/2014 | 1/16/2015 | 50043205 | 12/10/2014 | 1/9/2015 | \$ 16,150.18 | 1 |
| 33492 | 12/29/2014 | 1/16/2015 | 50033890 | 11/20/2014 | 12/20/2014 | \$ 72,819.93 | 1 |
| | | | | | Total--> | \$88,970.11 | |
| 33758 | 1/16/2015 | 1/28/2015 | 50021598 | 10/15/2014 | 11/21/2014 | \$25,072.00 | 1 |
| | | | | | Total--> | \$25,072.00 | |
| 33839 | 2/2/2015 | 2/9/2015 | Unknown | Unknown | Unknown | \$27,115.00 | 1 |
| | | | | | Total--> | \$27,115.00 | |
| 34483 | 3/20/2015 | 3/25/2015 | Unknown | Unknown | Unknown | \$28,636.01 | 1 |
| | | | | | Total--> | \$28,636.01 | |
| 34805 | 4/15/2015 | 4/22/2015 | 50064527 | 2/16/2015 | 3/18/2015 | \$14,898.80 | 1 |
| | | | | | Total--> | \$14,898.80 | |
| 35967 | 5/8/2015 | 5/13/2015 | 50074260 | 3/13/2015 | 4/12/2015 | \$18,406.48 | 1 |
| | | | | | Total--> | \$18,406.48 | |
| 36307 | 6/1/2015 | 6/16/2015 | 50085400 | 4/1/2015 | 5/1/2015 | \$9,251.06 | 1 |
| | | | | | Total--> | \$9,251.06 | |
| 36627 | 6/12/2015 | 6/17/2015 | 50110159 | 6/18/2015 | 7/18/2015 | \$2,176.00 | 1 |
| 36627 | 6/12/2015 | 6/17/2015 | 50110171 | 6/22/2015 | 7/22/2015 | \$980.00 | 4 |
| 36627 | 6/15/2015 | 6/17/2015 | 50111229 | 6/22/2015 | 7/22/2015 | \$2,499.00 | 2 |
| | | | | | Total--> | \$5,655.00 | |
| 38142 | 9/16/2015 | 9/21/2015 | 50110043 | 6/22/2015 | 7/22/2015 | \$7,961.97 | 3a |
| 38142 | 9/16/2015 | 9/21/2015 | 50110159 | 6/18/2015 | 7/18/2015 | \$12,374.50 | 1a |
| 38142 | 9/16/2015 | 9/21/2015 | 50110171 | 6/22/2015 | 7/22/2015 | \$32,256.90 | 4 |
| 38142 | 9/16/2015 | 9/21/2015 | 50111229 | 6/22/2015 | 7/22/2015 | \$268.00 | 2 |
| | | | | | Total--> | \$52,861.37 | |
| 38324 | 9/28/2015 | 10/5/2015 | 50110170 | 6/24/2015 | 7/24/2015 | \$62,068.82 | 3b |
| 38324 | 9/28/2015 | 10/5/2015 | 50110172 | 6/23/2015 | 7/23/2015 | \$13,438.24 | 6 |
| 38324 | 9/28/2015 | 10/5/2015 | 50110173 | 6/24/2015 | 7/24/2015 | \$9,743.52 | 5 |
| 38324 | 9/28/2015 | 10/5/2015 | 50110178 | 6/23/2015 | 7/23/2015 | \$9,918.50 | 13b |
| 38324 | 9/28/2015 | 10/5/2015 | 50123475 | 7/23/2015 | 8/22/2015 | \$1,160.49 | 3a |
| 38324 | 9/28/2015 | 10/5/2015 | 50123659 | 7/23/2015 | 8/22/2015 | \$2,399.56 | 1a |
| 38324 | 9/28/2015 | 10/5/2015 | 50123661 | 7/23/2015 | 8/22/2015 | \$350.00 | 2 |
| 38324 | 9/28/2015 | 10/5/2015 | 50123664 | 7/23/2015 | 8/22/2015 | \$1,330.00 | 5 |
| 38324 | 9/28/2015 | 10/5/2015 | 50123870 | 7/24/2015 | 8/23/2015 | \$94,079.36 | 3b |
| 38324 | 9/28/2015 | 10/5/2015 | 50123871 | 7/24/2015 | 8/23/2015 | \$86,077.16 | 4 |
| 38324 | 9/28/2015 | 10/5/2015 | 50124293 | 7/24/2015 | 8/23/2015 | \$60,774.50 | 7b |
| 38324 | 9/28/2015 | 10/5/2015 | 50136923 | 8/24/2015 | 9/23/2015 | \$904.50 | 5 |
| 38324 | 9/28/2015 | 10/5/2015 | 50136924 | 8/24/2015 | 9/23/2015 | \$785.00 | 7b |
| 38324 | 9/28/2015 | 10/5/2015 | 50136925 | 8/24/2015 | 9/23/2015 | \$142.50 | 10 |
| 38324 | 9/28/2015 | 10/5/2015 | 50137794 | 8/25/2015 | 9/24/2015 | \$21,725.00 | 9a |
| 38324 | 9/28/2015 | 10/5/2015 | 50137795 | 8/25/2015 | 9/24/2015 | \$1,389.29 | 1a |
| 38324 | 9/28/2015 | 10/5/2015 | 50141414 | 9/4/2015 | 10/4/2015 | \$72,587.68 | 3b |
| | | | | | Total--> | \$438,874.12 | |
| 39607 | 12/29/2015 | 1/5/2016 | 50145905 | 9/21/2015 | 10/21/2015 | \$1,226.00 | 3a |
| 39607 | 12/29/2015 | 1/5/2016 | 50145982 | 9/29/2015 | 10/29/2015 | \$9,311.80 | 9a |
| 39607 | 12/29/2015 | 1/5/2016 | 50145983 | 9/21/2015 | 10/21/2015 | \$6,772.50 | 7a |
| 39607 | 12/29/2015 | 1/5/2016 | 50145985 | 9/21/2015 | 10/21/2015 | \$263.70 | 10 |
| 39607 | 12/29/2015 | 1/5/2016 | 50145989 | 9/21/2015 | 10/21/2015 | \$319.50 | 9b |
| 39607 | 12/29/2015 | 1/5/2016 | 50151437 | 9/29/2015 | 10/29/2015 | \$42,571.95 | 4 |
| 39607 | 12/29/2015 | 1/5/2016 | 50151545 | 9/30/2015 | 10/30/2015 | \$39,481.19 | 3b |
| 39607 | 12/29/2015 | 1/5/2016 | 50155370 | 10/14/2015 | 11/13/2015 | \$6,524.34 | 4 |
| 39607 | 12/29/2015 | 1/5/2016 | 50155382 | 10/14/2015 | 11/13/2015 | \$7,147.50 | 7a |
| 39607 | 12/29/2015 | 1/5/2016 | 50155383 | 10/14/2015 | 11/13/2015 | \$693.90 | 9a |
| 39607 | 12/29/2015 | 1/5/2016 | 50155385 | 10/14/2015 | 11/13/2015 | \$5,652.50 | 10 |
| 39607 | 12/29/2015 | 1/5/2016 | 50155412 | 10/14/2015 | 11/13/2015 | \$4,824.50 | 9b |
| | | | | | Total--> | \$124,789.38 | |
| 40068 | 1/27/2016 | 2/1/2016 | 50160248 | 10/27/2015 | 11/26/2015 | \$71,245.67 | 3b |
| 40068 | 1/27/2016 | 2/1/2016 | 50164995 | 11/10/2015 | 12/10/2015 | \$54,500.21 | 3b |
| 40068 | 1/27/2016 | 2/1/2016 | 50164996 | 11/10/2015 | 12/10/2015 | \$15,657.85 | 4 |
| 40068 | 1/27/2016 | 2/1/2016 | 50164997 | 11/6/2015 | 12/6/2015 | \$798.00 | 5 |
| 40068 | 1/27/2016 | 2/1/2016 | 50164998 | 11/6/2015 | 12/6/2015 | \$11,600.00 | 7a |
| 40068 | 1/27/2016 | 2/1/2016 | 50164999 | 11/6/2015 | 12/6/2015 | \$6,907.82 | 10 |
| 40068 | 1/27/2016 | 2/1/2016 | 50165001 | 11/6/2015 | 12/6/2015 | \$145.00 | 7c |
| 40068 | 1/27/2016 | 2/1/2016 | 50165002 | 11/6/2015 | 12/6/2015 | \$600.00 | 9b |

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| Check # | Check Date | Cleared Date | Invoice # | Invoice Date | Due Date | Amount Paid | File # |
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| 40068 | 1/27/2016 | 2/1/2016 | 50165221 | 11/30/2015 | 12/10/2015 | \$36,617.50 | 11 |
| 40068 | 1/27/2016 | 2/1/2016 | 50168901 | 11/17/2015 | 12/17/2015 | \$4,964.59 | 1b |
| | | | | | Total--> | \$203,036.64 | |
| ACH1126 | 2/11/2016 | 2/11/2016 | E-mail | Unknown | Unknown | \$35,000.00 | Unknown |
| | | | | | Total--> | \$35,000.00 | |
| 40891 | 3/14/2016 | 3/9/2016 | 50184479 | 12/18/2015 | 1/17/2016 | \$34,925.53 | 1b |
| | | | | | Total--> | \$34,925.53 | |
| 41038 | 3/11/2016 | 3/17/2016 | 50184564 | 12/18/2015 | 1/17/2016 | \$2,860.50 | 5 |
| 41038 | 3/11/2016 | 3/17/2016 | 50184565 | 12/18/2015 | 1/17/2016 | \$3,397.50 | 11 |
| 41038 | 3/11/2016 | 3/17/2016 | 50185578 | 12/22/2015 | 1/21/2016 | \$6,489.00 | 10 |
| 41038 | 3/11/2016 | 3/17/2016 | 50185770 | 12/22/2015 | 1/21/2016 | \$39,925.47 | 3b |
| 41038 | 3/11/2016 | 3/17/2016 | 50185875 | 12/22/2015 | 1/21/2016 | \$5,825.86 | 4 |
| 41038 | 3/11/2016 | 3/17/2016 | 50185877 | 12/22/2015 | 1/21/2016 | \$10,585.00 | 7a |
| 41038 | 3/11/2016 | 3/17/2016 | 50188665 | 12/29/2015 | 1/28/2016 | \$1,381.00 | 9b |
| | | | | | Total--> | \$70,464.33 | |
| 41446 | 4/6/2016 | 4/12/2016 | 50190706 | 1/11/2016 | 2/10/2016 | \$4,482.46 | 10 |
| 41446 | 4/6/2016 | 4/12/2016 | 50190709 | 1/11/2016 | 2/10/2016 | \$12,532.16 | 1b |
| 41446 | 4/6/2016 | 4/12/2016 | 50190712 | 1/13/2016 | 2/12/2016 | \$32,051.65 | 9b |
| 41446 | 4/6/2016 | 4/12/2016 | 50190816 | 1/13/2016 | 2/12/2016 | \$5,524.12 | 4 |
| 41446 | 4/6/2016 | 4/12/2016 | 50190817 | 1/11/2016 | 2/10/2016 | \$2,900.00 | 7a |
| 41446 | 4/6/2016 | 4/12/2016 | 50190818 | 1/11/2016 | 2/10/2016 | \$13,208.63 | 11 |
| 41446 | 4/6/2016 | 4/12/2016 | 50190819 | 1/11/2016 | 2/10/2016 | \$4,191.00 | 12 |
| 41446 | 4/6/2016 | 4/12/2016 | 50190822 | 1/14/2016 | 2/13/2016 | \$1,180.50 | 9b |
| 41446 | 4/6/2016 | 4/12/2016 | 50195361 | 1/22/2016 | 2/21/2016 | \$648.00 | 13a |
| | | | | | Total--> | \$76,718.52 | |
| 42001 | 5/5/2016 | 5/10/2016 | 50207298 | 2/19/2016 | 3/20/2016 | \$4,207.00 | 4 |
| 42001 | 5/5/2016 | 5/10/2016 | 50207299 | 2/19/2016 | 3/20/2016 | \$3,754.46 | 10 |
| 42001 | 5/5/2016 | 5/10/2016 | 50207300 | 2/19/2016 | 3/20/2016 | \$4,442.00 | 11 |
| 42001 | 5/5/2016 | 5/10/2016 | 50207301 | 2/19/2016 | 3/20/2016 | \$20,490.57 | 12 |
| 42001 | 5/5/2016 | 5/10/2016 | 50207307 | 2/19/2016 | 3/20/2016 | \$950.00 | 9b |
| 42001 | 5/5/2016 | 5/10/2016 | 50207310 | 2/19/2016 | 3/20/2016 | \$11,037.99 | 1b |
| 42001 | 5/5/2016 | 5/10/2016 | 50207323 | 2/19/2016 | 3/20/2016 | \$57,396.55 | 3b |
| | | | | | Total--> | \$102,278.57 | |
| 42810 | 6/20/2016 | 6/27/2016 | 50214747 | 3/22/2016 | 4/21/2016 | \$47,662.10 | 3b |
| | | | | | Total--> | \$47,662.10 | |
| 42926 | 6/24/2016 | 7/6/2016 | 50214748 | 3/9/2016 | 4/8/2016 | \$6,397.50 | 4 |
| 42926 | 6/24/2016 | 7/6/2016 | 50214749 | 3/9/2016 | 4/8/2016 | \$3,427.00 | 7a |
| 42926 | 6/24/2016 | 7/6/2016 | 50214750 | 3/9/2016 | 4/8/2016 | \$6,932.30 | 3b |
| 42926 | 6/24/2016 | 7/6/2016 | 50214751 | 3/9/2016 | 4/8/2016 | \$7,661.00 | 11 |
| | | | | | Total--> | \$24,417.80 | |
| 43361 | 7/22/2016 | 8/1/2016 | 50214753 | 3/9/2016 | 4/8/2016 | \$448.00 | 13a |
| 43361 | 7/22/2016 | 8/1/2016 | 50214756 | 3/9/2016 | 4/8/2016 | \$936.00 | 9b |
| 43361 | 7/22/2016 | 8/1/2016 | 50214758 | 3/9/2016 | 4/8/2016 | \$399.15 | 1b |
| 43361 | 7/22/2016 | 8/1/2016 | 50227550 | 4/11/2016 | 5/11/2016 | \$3,254.99 | 4 |
| 43361 | 7/22/2016 | 8/1/2016 | 50227552 | 4/11/2016 | 5/11/2016 | \$1,302.50 | 10 |
| 43361 | 7/22/2016 | 8/1/2016 | 50227553 | 4/11/2016 | 5/11/2016 | \$7,088.00 | 11 |
| 43361 | 7/22/2016 | 8/1/2016 | 50227556 | 4/11/2016 | 5/11/2016 | \$1,568.00 | 8 |
| 43361 | 7/22/2016 | 8/1/2016 | 50227557 | 4/11/2016 | 5/11/2016 | \$989.00 | 9b |
| 43361 | 7/22/2016 | 8/1/2016 | 50227565 | 4/11/2016 | 5/11/2016 | \$13,387.67 | 1b |
| | | | | | Total--> | \$29,373.31 | |
| 43548 | 7/28/2016 | 8/5/2016 | 50214752 | 3/9/2016 | 4/8/2016 | \$228,748.03 | 12 |
| | | | | | Total--> | \$228,748.03 | |
| 44094 | 8/30/2016 | 9/7/2016 | 50227554 | 4/13/2016 | 5/13/2016 | \$142,592.81 | 12 |
| | | | | | Total--> | \$142,592.81 | |
| 44351 | 9/29/2016 | 10/5/2016 | 50228750 | 4/13/2016 | 5/13/2016 | \$2,135.00 | 555555 |
| 44351 | 9/29/2016 | 10/5/2016 | 50236648 | 4/28/2016 | 5/28/2016 | \$16,618.50 | 15 |
| 44351 | 9/29/2016 | 10/5/2016 | 50239491 | 5/9/2016 | 6/8/2016 | \$51,189.50 | 3b |
| 44351 | 9/29/2016 | 10/5/2016 | 50239492 | 5/9/2016 | 6/8/2016 | \$3,401.48 | 4 |
| 44351 | 9/29/2016 | 10/5/2016 | 50239493 | 5/9/2016 | 6/8/2016 | \$1,674.70 | 12 |
| 44351 | 9/29/2016 | 10/5/2016 | 50239538 | 5/9/2016 | 6/8/2016 | \$892.00 | 10 |
| 44351 | 9/29/2016 | 10/5/2016 | 50239539 | 5/9/2016 | 6/8/2016 | \$14,890.00 | 11 |
| 44351 | 9/29/2016 | 10/5/2016 | 50239541 | 5/9/2016 | 6/8/2016 | \$3,412.58 | 14 |
| 44351 | 9/29/2016 | 10/5/2016 | 50239542 | 5/9/2016 | 6/8/2016 | \$8,100.00 | 15 |
| 44351 | 9/29/2016 | 10/5/2016 | 50239544 | 5/9/2016 | 6/8/2016 | \$625.50 | 555555 |
| 44351 | 9/29/2016 | 10/5/2016 | 50239546 | 5/9/2016 | 6/8/2016 | \$5,591.15 | 1b |

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| Check # | Check Date | Cleared Date | Invoice # | Invoice Date | Due Date | Amount Paid | File # |
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| 44351 | 9/29/2016 | 10/5/2016 | 50240396 | 5/10/2016 | 6/9/2016 | \$548.10 | 14 |
| 44351 | 9/29/2016 | 10/5/2016 | 50240411 | 5/10/2016 | 6/9/2016 | \$13,289.00 | 7a |
| 44351 | 9/29/2016 | 10/5/2016 | 50253375 | 6/14/2016 | 7/14/2016 | \$47,974.41 | 3b |
| 44351 | 9/29/2016 | 10/5/2016 | 50253376 | 6/14/2016 | 7/14/2016 | \$11,271.62 | 4 |
| 44351 | 9/29/2016 | 10/5/2016 | 50253377 | 6/14/2016 | 7/14/2016 | \$3,009.95 | 7a |
| 44351 | 9/29/2016 | 10/5/2016 | 50253378 | 6/14/2016 | 7/14/2016 | \$4,432.98 | 10 |
| 44351 | 9/29/2016 | 10/5/2016 | 50253380 | 6/14/2016 | 7/14/2016 | \$20,201.00 | 11 |
| 44351 | 9/29/2016 | 10/5/2016 | 50253381 | 6/14/2016 | 7/14/2016 | \$11,381.41 | 12 |
| 44351 | 9/29/2016 | 10/5/2016 | 50253383 | 6/14/2016 | 7/14/2016 | \$833.93 | 14 |
| 44351 | 9/29/2016 | 10/5/2016 | 50253384 | 6/14/2016 | 7/14/2016 | \$2,212.50 | 15 |
| 44351 | 9/29/2016 | 10/5/2016 | 50253387 | 6/14/2016 | 7/14/2016 | \$104.00 | 9b |
| 44351 | 9/29/2016 | 10/5/2016 | 50253388 | 6/14/2016 | 7/14/2016 | \$171.54 | 13b |
| 44351 | 9/29/2016 | 10/5/2016 | 50253389 | 6/14/2016 | 7/14/2016 | \$549.00 | 555555 |
| 44351 | 9/29/2016 | 10/5/2016 | 50253390 | 6/14/2016 | 7/14/2016 | \$2,358.28 | 1b |
| 44351 | 9/29/2016 | 10/5/2016 | 50264267 | 7/13/2016 | 8/12/2016 | \$67,279.69 | 3b |
| 44351 | 9/29/2016 | 10/5/2016 | 50264268 | 7/13/2016 | 8/12/2016 | \$4,517.17 | 4 |
| 44351 | 9/29/2016 | 10/5/2016 | 50264270 | 7/13/2016 | 8/12/2016 | \$5,620.60 | 10 |
| 44351 | 9/29/2016 | 10/5/2016 | 50264271 | 7/13/2016 | 8/12/2016 | \$9,363.50 | 11 |
| 44351 | 9/29/2016 | 10/5/2016 | 50264272 | 7/13/2016 | 8/12/2016 | \$19,401.38 | 12 |
| 44351 | 9/29/2016 | 10/5/2016 | 50264274 | 7/13/2016 | 8/12/2016 | \$894.15 | 15 |
| 44351 | 9/29/2016 | 10/5/2016 | 50264276 | 7/13/2016 | 8/12/2016 | \$1,400.00 | 7c |
| 44351 | 9/29/2016 | 10/5/2016 | 50272455 | 7/29/2016 | 8/28/2016 | \$919.66 | 13b |
| 44351 | 9/29/2016 | 10/5/2016 | 50276417 | 8/12/2016 | 9/11/2016 | \$2,461.09 | 1b |
| 44351 | 9/29/2016 | 10/5/2016 | 50278641 | 8/18/2016 | 9/17/2016 | \$41,864.97 | 3b |
| 44351 | 9/29/2016 | 10/5/2016 | 50278642 | 8/18/2016 | 9/17/2016 | \$12,630.32 | 4 |
| 44351 | 9/29/2016 | 10/5/2016 | 50278643 | 8/18/2016 | 9/17/2016 | \$3,055.60 | 10 |
| 44351 | 9/29/2016 | 10/5/2016 | 50278644 | 8/18/2016 | 9/17/2016 | \$6,739.00 | 11 |
| 44351 | 9/29/2016 | 10/5/2016 | 50278645 | 8/18/2016 | 9/17/2016 | \$3,489.33 | 12 |
| 44351 | 9/29/2016 | 10/5/2016 | 50278646 | 8/18/2016 | 9/17/2016 | \$43,812.19 | 15 |
| 44351 | 9/29/2016 | 10/5/2016 | 50278647 | 8/18/2016 | 9/17/2016 | \$25,149.17 | 16 |
| 44351 | 9/29/2016 | 10/5/2016 | 50279286 | 8/19/2016 | 9/18/2016 | \$11,634.00 | 17a |
| Total--> | | | | | | \$487,099.95 | |
| 1290 | 12/28/2016 | 12/28/2016 | 50087923 | 4/17/2015 | 5/17/2015 | \$2,730.00 | 13b |
| 1290 | 12/28/2016 | 12/28/2016 | 50136938 | 8/24/2015 | 9/23/2015 | \$6,416.58 | 9b |
| 1290 | 12/28/2016 | 12/28/2016 | 50184567 | 12/18/2015 | 1/17/2016 | \$18.00 | 13b |
| 1290 | 12/28/2016 | 12/28/2016 | 50278648 | 8/18/2016 | 9/17/2016 | \$896.00 | 7c |
| 1290 | 12/28/2016 | 12/28/2016 | 50278649 | 8/18/2016 | 9/17/2016 | \$208.00 | 9b |
| 1290 | 12/28/2016 | 12/28/2016 | 50286846 | 9/13/2016 | 10/13/2016 | \$27,655.71 | 12 |
| 1290 | 12/28/2016 | 12/28/2016 | 50286847 | 9/13/2016 | 10/13/2016 | \$26,576.50 | 15 |
| 1290 | 12/28/2016 | 12/28/2016 | 50287900 | 9/14/2016 | 10/14/2016 | \$2,905.50 | 7a |
| 1290 | 12/28/2016 | 12/28/2016 | 50287901 | 9/14/2016 | 10/14/2016 | \$13,116.74 | 10 |
| 1290 | 12/28/2016 | 12/28/2016 | 50287903 | 9/14/2016 | 10/14/2016 | \$112.00 | 13a |
| 1290 | 12/28/2016 | 12/28/2016 | 50287905 | 9/14/2016 | 10/14/2016 | \$280.00 | 8 |
| 1290 | 12/28/2016 | 12/28/2016 | 50299360 | 10/12/2016 | 11/11/2016 | \$392.00 | 5 |
| 1290 | 12/28/2016 | 12/28/2016 | 50299361 | 10/12/2016 | 11/11/2016 | \$460.00 | 9b |
| 1290 | 12/28/2016 | 12/28/2016 | 50310251 | 11/18/2016 | 12/18/2016 | \$2,651.00 | 7c |
| 1290 | 12/28/2016 | 12/28/2016 | 50310252 | 11/9/2016 | 12/9/2016 | \$1,266.00 | 9b |
| 1290 | 12/28/2016 | 12/28/2016 | 50310253 | 11/18/2016 | 12/18/2016 | \$18,916.50 | 17b |
| Total--> | | | | | | \$104,600.53 | |
| 46468 | 2/27/2017 | 3/10/2017 | 50087923 | 4/17/2015 | 5/17/2015 | \$2,730.00 | 13b |
| 46468 | 2/27/2017 | 3/10/2017 | 50136929 | 8/24/2015 | 9/23/2015 | \$6,416.58 | 9b |
| 46468 | 2/27/2017 | 3/10/2017 | 50184567 | 12/18/2015 | 1/17/2016 | \$18.00 | 13b |
| 46468 | 2/27/2017 | 3/10/2017 | 50239647 | 5/9/2016 | 6/8/2016 | \$965.00 | 7c |
| 46468 | 2/27/2017 | 3/10/2017 | 50278648 | 8/18/2016 | 9/17/2016 | \$896.00 | 7c |
| 46468 | 2/27/2017 | 3/10/2017 | 50278649 | 8/18/2016 | 9/17/2016 | \$208.00 | 9b |
| 46468 | 2/27/2017 | 3/10/2017 | 50286845 | 9/14/2016 | 10/14/2016 | \$53,296.34 | 3b |
| 46468 | 2/27/2017 | 3/10/2017 | 50286846 | 9/13/2016 | 10/13/2016 | \$27,655.71 | 12 |
| 46468 | 2/27/2017 | 3/10/2017 | 50286847 | 9/13/2016 | 10/13/2016 | \$26,576.50 | 15 |
| 46468 | 2/27/2017 | 3/10/2017 | 50287900 | 9/14/2016 | 10/14/2016 | \$2,905.50 | 7a |
| 46468 | 2/27/2017 | 3/10/2017 | 50287901 | 9/14/2016 | 10/14/2016 | \$13,116.74 | 10 |
| 46468 | 2/27/2017 | 3/10/2017 | 50287902 | 9/14/2016 | 10/14/2016 | \$4,145.00 | 11 |
| 46468 | 2/27/2017 | 3/10/2017 | 50287903 | 9/14/2016 | 10/14/2016 | \$112.00 | 13a |
| 46468 | 2/27/2017 | 3/10/2017 | 50287904 | 9/14/2016 | 10/14/2016 | \$15,596.00 | 16 |
| 46468 | 2/27/2017 | 3/10/2017 | 50287905 | 9/14/2016 | 10/14/2016 | \$280.00 | 8 |
| Total--> | | | | | | \$154,317.37 | |
| 46735 | 3/16/2017 | 3/29/2017 | 50299329 | 10/12/2016 | 11/11/2016 | \$1,117.50 | 7a |
| 46735 | 3/16/2017 | 3/29/2017 | 50299330 | 10/12/2016 | 11/11/2016 | \$27,212.54 | 10 |

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| Check # | Check Date | Cleared Date | Invoice # | Invoice Date | Due Date | Amount Paid | File # |
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| 46735 | 3/16/2017 | 3/29/2017 | 50299354 | 10/12/2016 | 11/11/2016 | \$72.62 | 13a |
| 46735 | 3/16/2017 | 3/29/2017 | 50299355 | 10/12/2016 | 11/11/2016 | \$14,376.69 | 15 |
| 46735 | 3/16/2017 | 3/29/2017 | 50299356 | 10/12/2016 | 11/11/2016 | \$7,252.44 | 16 |
| 46735 | 3/16/2017 | 3/29/2017 | 50299357 | 10/12/2016 | 11/11/2016 | \$11,244.00 | 18 |
| 46735 | 3/16/2017 | 3/29/2017 | 50299360 | 10/12/2016 | 11/11/2016 | \$392.00 | 5 |
| 46735 | 3/16/2017 | 3/29/2017 | 50299361 | 10/12/2016 | 11/11/2016 | \$460.00 | 9b |
| 46735 | 3/16/2017 | 3/29/2017 | 50310246 | 11/9/2016 | 12/9/2016 | \$1,117.50 | 7a |
| 46735 | 3/16/2017 | 3/29/2017 | 50310248 | 11/9/2016 | 12/9/2016 | \$4,008.00 | 11 |
| 46735 | 3/16/2017 | 3/29/2017 | 50310252 | 11/9/2016 | 12/9/2016 | \$1,266.00 | 9b |
| 46735 | 3/16/2017 | 3/29/2017 | 50314452 | 11/18/2016 | 12/18/2016 | \$24,176.62 | 15 |
| Total--> | | | | | | \$106,179.91 | |
| 46843 | 3/22/2017 | | 850000-032217 | 3/22/2017 | 4/21/2017 | \$8,500.00 | ?? |
| Total--> | | | | | | \$8,500.00 | |
| ACH 1604 | 4/4/2017 | 4/4/2017 | 50310245 | 11/1/2016 | 12/1/2016 | \$1,646.00 | 4 |
| ACH 1604 | 4/4/2017 | 4/4/2017 | 50310247 | 11/9/2016 | 12/9/2016 | \$7,969.98 | 10 |
| ACH 1604 | 4/4/2017 | 4/4/2017 | 50310249 | 11/9/2016 | 12/9/2016 | \$11,966.00 | 16 |
| ACH 1604 | 4/4/2017 | 4/4/2017 | 50310251 | 11/18/2016 | 12/18/2016 | \$2,651.00 | 7 |
| ACH 1604 | 4/4/2017 | 4/4/2017 | 50310253 | 11/18/2016 | 12/18/2016 | \$18,916.50 | 17 |
| ACH 1604 | 4/4/2017 | 4/4/2017 | 50314451 | 11/18/2016 | 12/18/2016 | \$16,624.96 | 12 |
| Total--> | | | | | | \$59,774.44 | |
| 1350 | 4/13/2017 | 4/13/2017 | 50114453 | 11/28/2016 | 12/28/2016 | \$51,920.93 | 18 |
| 1350 | 4/13/2017 | 4/13/2017 | 50324008 | 12/12/2016 | 1/11/2017 | \$2,314.02 | 18 |
| 1350 | 4/13/2017 | 4/13/2017 | 50324012 | 12/12/2016 | 1/11/2017 | \$1,192.00 | 7a |
| 1350 | 4/13/2017 | 4/13/2017 | 50336080 | 1/18/2017 | 2/17/2017 | \$270.00 | 4 |
| 1350 | 4/13/2017 | 4/13/2017 | 50336081 | 1/18/2017 | 2/17/2017 | \$372.50 | 7a |
| 1350 | 4/13/2017 | 4/13/2017 | 50346042 | 2/10/2017 | 3/12/2017 | \$3,900.10 | 15 |
| Total--> | | | | | | \$59,969.55 | |
| 1400 | 9/10/2017 | 9/13/2017 | 50314450 | 11/28/2016 | 12/28/2016 | \$91,269.53 | 3b |
| 1400 | 9/10/2017 | 9/13/2017 | 50314453 | 11/28/2016 | 12/28/2016 | \$51,920.93 | 18 |
| 1400 | 9/10/2017 | 9/13/2017 | 50324008 | 12/12/2016 | 1/11/2017 | \$2,314.02 | 18 |
| 1400 | 9/10/2017 | 9/13/2017 | 50324009 | 12/12/2016 | 1/11/2017 | \$17,006.49 | 16 |
| 1400 | 9/10/2017 | 9/13/2017 | 50324010 | 12/12/2016 | 1/11/2017 | \$16,877.37 | 15 |
| 1400 | 9/10/2017 | 9/13/2017 | 50324011 | 12/12/2016 | 1/11/2017 | \$21,554.00 | 10 |
| 1400 | 9/10/2017 | 9/13/2017 | 50324012 | 12/12/2016 | 1/11/2017 | \$1,192.00 | 7a |
| 1400 | 9/10/2017 | 9/13/2017 | 50325560 | 12/14/2016 | 1/13/2017 | \$7,701.30 | 12 |
| 1400 | 9/10/2017 | 9/13/2017 | 50325561 | 12/14/2016 | 1/13/2017 | \$39,252.85 | 3b |
| 1400 | 9/10/2017 | 9/13/2017 | 50336079 | 1/18/2017 | 2/17/2017 | \$21,302.59 | 3b |
| 1400 | 9/10/2017 | 9/13/2017 | 50336080 | 1/18/2017 | 2/17/2017 | \$270.00 | 4 |
| 1400 | 9/10/2017 | 9/13/2017 | 50336081 | 1/18/2017 | 2/17/2017 | \$372.50 | 7a |
| 1400 | 9/10/2017 | 9/13/2017 | 50336082 | 1/18/2017 | 2/17/2017 | \$54,885.46 | 10 |
| 1400 | 9/10/2017 | 9/13/2017 | 50336083 | 1/18/2017 | 2/17/2017 | \$13,895.00 | 12 |
| 1400 | 9/10/2017 | 9/13/2017 | 50336099 | 1/13/2017 | 2/17/2017 | \$9,709.00 | 11 |
| 1400 | 9/10/2017 | 9/13/2017 | 50336100 | 1/13/2017 | 2/17/2017 | \$18,144.33 | 15 |
| 1400 | 9/10/2017 | 9/13/2017 | 50336101 | 1/18/2017 | 2/17/2017 | \$2,036.04 | 18 |
| 1400 | 9/10/2017 | 9/13/2017 | 50346037 | 2/10/2017 | 3/12/2017 | \$33,997.72 | 3b |
| 1400 | 9/10/2017 | 9/13/2017 | 50346038 | 2/10/2017 | 3/12/2017 | \$2,068.00 | 4 |
| 1400 | 9/10/2017 | 9/13/2017 | 50346039 | 2/10/2017 | 3/12/2017 | \$40,925.58 | 10 |
| 1400 | 9/10/2017 | 9/13/2017 | 50346040 | 2/10/2017 | 3/12/2017 | \$5,644.00 | 11 |
| 1400 | 9/10/2017 | 9/13/2017 | 50346041 | 2/10/2017 | 3/12/2017 | \$32,600.57 | 12 |
| 1400 | 9/10/2017 | 9/13/2017 | 50346042 | 2/10/2017 | 3/12/2017 | \$3,900.10 | 15 |
| 1400 | 9/10/2017 | 9/13/2017 | 50346043 | 2/10/2017 | 3/12/2017 | \$274.00 | 18 |
| 1400 | 9/10/2017 | 9/13/2017 | 50356462 | 3/9/2017 | 4/8/2017 | \$1,454.00 | 11 |
| 1400 | 9/10/2017 | 9/13/2017 | 50356465 | 3/9/2017 | 4/8/2017 | \$8,279.05 | 16 |
| 1400 | 9/10/2017 | 9/13/2017 | 50366084 | 4/11/2017 | 5/11/2017 | \$704.00 | 4 |
| 1400 | 9/10/2017 | 9/13/2017 | 50366117 | 4/11/2017 | 5/11/2017 | \$177.50 | 20 |
| Total--> | | | | | | \$499,727.93 | |
| Cashiers | 9/14/2017 | 9/14/2017 | Unknown | Unknown | Unknown | \$10,000.00 | 21 |
| Total--> | | | | | | \$10,000.00 | |
| 1402 | 9/18/2017 | 9/18/2017 | Unknown | Unknown | Unknown | \$10,000.00 | 21 |
| Total--> | | | | | | \$10,000.00 | |
| 1403 | 9/18/2017 | 9/18/2017 | Unknown | Unknown | Unknown | \$5,000.00 | 21 |
| Total--> | | | | | | \$5,000.00 | |
| 1405 | 9/25/2017 | 9/25/2017 | Unknown | Unknown | Unknown | \$13,645.00 | N/A |
| Total--> | | | | | | \$13,645.00 | |